

From: aisc01@aol.com
To: christopher.marquis@afghan.swa.army.mil
Subject: Re: Amendment to W91B4M-07-R-0021
Date: 6/26/2007 12:25:19 AM
Attachments: AISCAmme.zip

In a message dated 6/22/2007 4:42:50 PM Eastern Daylight Time, Christopher.Marquis@afghan.swa.army.mil writes:

Sir,

I've attached an amendment to W91B4M-07-R-0021. The requirement is only for the support of one Kandak, for a total of four personnel - 2 gunsmiths, 1 property book mentor/trainer, and 1 interpreter. Please revise your proposal accordingly and submit by 26 Jun 07, 1700 hrs (5:00pm) Kabul time. You may submit this revision electronically.

Thank you,
Capt Marquis
Contracting Officer
Kabul Regional Contracting Center

Captain Marquis,

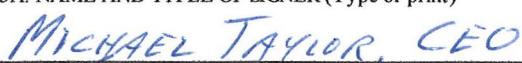
Please find attached proposal regarding the above referenced amendment W91B4M-07-R-0021.

Michael Taylor
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EXHIBIT

G

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 23-Jun-2007	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT NO.(If applicable)
6. ISSUED BY PURCHASING & CONTRACTING KABUL REGIONAL CONTRACTING CTR WAZIR AKBAR KHAN AREA, STREET #10 CAMP EGERS, KABUL AFGHANISTAN	CODE W91B4M	7. ADMINISTERED BY (If other than item 6) See Item 6			CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. W91B4M-07-R-0021 <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 09-Jun-2007 <input type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. <input type="checkbox"/> 10B. DATED (SEE ITEM 13)		
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The purpose of this amendment is to set the number of Kandaks at one (1). The total number of personnel for this contract will be four (4), as follows: two (2) gunsmiths, one (1) property book mentor/trainer, and one (1) interpreter. The Statement of Work will be revised accordingly. The due date for revised proposals is now 26 Jun 07, at 1700 hrs (5 p.m.) Kabul time. Electronic submittals will be accepted.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR 		15C. DATE SIGNED 25-JUNE-07	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED 23-Jun-2007
(Signature of person authorized to sign)					

W91B4M-07-R-0021
0002
Page 2 of 2

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The CLIN extended description has changed from Provide two (2) weapons maintenance trainers/mentors, one (1) property book trainer/mentor and one (1) interpreter/translator for each Afghan National Army Commando Kandak in accordance with the Statement of Work, Attachment 3. to Provide two (2) weapons maintenance trainers/mentors, one (1) property book trainer/mentor and one (1) interpreter/translator for one (1) Afghan National Army Commando Kandak in accordance with the Statement of Work, Attachment 3..

(End of Summary of Changes)

Part III / Past Performance

Trainers/Mentors: Weapons Maintenance and Property Book for Afghan National Army Commandos

**Submitted: 21 June 2007
1700 hours, Camp Eggers – Kabul,
Afghanistan
Purchasing & Contracting:
Christopher G. Marqui**

**American International
Security Corp**

RFP: W91B4M-07-R-0021

**AISC
60 State Street
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**Contact:
Michael Taylor
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**Trainers/Mentors: Weapons Maintenance and Property Book
for Afghan National Army Commandos**

RFP – W91B4M-07-R-0021

Submitted by: 21 June 2007 1700hrs

3.0 Executive Summary

It is often said that the best predictor of future success is past performance. This statement is particularly true for a project of this significance and scope – the level of careful planning, precise implementation, subject matter expertise, management oversight, and proven mentoring/training skills is best trusted to a company that has demonstrated the ability to successfully handle requirements on a similar scale and scope. With over 20 years of business experience, AISC has a long list of satisfied customers for whom we have performed all manner of Special Forces related functions, including the implementation and oversight of mentoring/training programs for Armorers and Property Book Officers.

AISC's International Operations have been an asset to the United States military, Federal Government agencies, commercial clients and humanitarian efforts worldwide since 1987. Our recent successes in Iraq have solidified our reputation for delivering highly trained and highly capable support specialists and security personnel anywhere in the world in a relatively short amount of time.

AISC is currently providing training, logistics, property control, armory, and security services to several clients in High Threat Environments, including the US Government and Coalition Forces. We have competed for these projects in open competitions and for limited access sensitive environments, and have consistently performed well. In fact, over the past several years, AISC has provided over a dozen programs to a variety of government clients in hostile environments. We have developed systems and processes to ensure that we employ the highest caliber workforces and the most skilled managers. By anticipating the needs of our customers and proactively working to ensure that concepts are taught, items are accounted for, and weaponry is ready for use, AISC has proven to be a very successful partner in the global arena.

This aspect of the submission includes a list of our references and a synopsis of the three required past performance projects where our work was similar in scope, size and complexity to the current requirement for weapons maintenance training/mentoring and property book training/mentoring. We have chosen these examples out of many recent contracts where our team has performed in high threat environments, demonstrating that our personnel have the subject matter expertise, tested experience, and capable training and/or mentoring skills to effectively accomplish the mission outlined in the SOW.

3.1 Introduction

The AISC Team represents a confluence of capable past experience, with extensive depth and breadth of quality support services in high threat environments extending across the globe, including expertise that is transferable to programs in Afghanistan.

The past performance references that we are submitting, which the Government has limited to the last three years, testify to the fact that AISC has a great deal of experience operating support service contracts overseas in remote and hostile environments. Our

**Trainers/Mentors: Weapons Maintenance and Property Book
for Afghan National Army Commandos**

RFP – W91B4M-07-R-0021

Submitted by: 21 June 2007 1700hrs

clients will testify to the fact that we have successfully satisfied and/or have exceeded their expectations in many cases.

3.2 Past Performance Basic Information Summaries

In this section you will find a more detailed description of each contract which AISC submits as references. Each reference has been used because although the prime contract is larger and more expansive, the AISC aspect is similar in size, scope of work, and climate of work to the Trainers/Mentors: Weapons Maintenance & Property Book for Afghan National Army Commandos contract.

**Trainers/Mentors: Weapons Maintenance and Property Book
for Afghan National Army Commandos**

RFP – W91B4M-07-R-0021

Submitted by: 21 June 2007 1700hrs

AISC Project Data	
Program Name	Iraqi Special Tribunal & Mass Grave Exhumation Conducted by Regimes Crime Liaison Office (RCLO)
Customer Name	United States Department of Justice
Prime Contractor	MVM, Inc.
Contract Number	6D-RCLO-0168
Period of Performance	March 2005 - present
Contract Value	\$6,138,874
Contract Type	Firm Fixed Price
Description of Services	
<p><u>Overall Contract Description:</u> In accordance with National Presidential Directive (NSPD – 37) dated May 13, 2004 a Regime Crimes Liaison was appointed by the US Attorney General to assist the Iraqi Special Tribunal (IST) in the investigation and prosecution of members of the former Iraqi regime and Ba'ath party. The Regime Crimes Liaison Office (RCLO) consisted of U.S. Attorneys, Investigators, Military, and a special team of international forensic scientists in support of the IST to locate and exhume evidence in support of the IST prosecutorial mandate. The Prime was tasked with supporting these teams in their security and logistics requirements. Our contract, with all its task orders and subsets, includes supplies and equipment, management of base camp logistics, life support and technology, armory services, and accountability for all GFE & CFE required to establish remote camps and protect project staff, visiting dignitaries such as U.S. and Iraqi politicians, judges, international media, military leaders and various federal law enforcement personnel and support staff.</p>	
<p><u>AISC Subcontract Responsibilities:</u> In each of the four dig sites, AISC was tasked with providing logistics & weapons support functions. Our team included specific team members with Property Book and Armorer experience. The Property Book Officer was responsible for managing all Government Furnished Equipment (GFE) as well as all Contractor Furnished Equipment (CFE). Upon contract award, the AISC Country Manager met w/ the Government and received an inventory of all GFE, including tents, scientific equipment and supplies, refrigeration equipment, computers, lighting, and various & sundry items required for the program. The inventoried items filled 16 flatbed trucks, which were transported, set up, tracked, demobilized & returned without incident. We were held responsible for any and all loss, damage, and/or mishandling. In addition, our Armorer was responsible for establishing an on site armory, distributing weapons daily, accounting for all weapons systems and ammunition, repairing, and maintaining over 120 individual weapons. Our armory included M-4, M-9, AKM, PKM, M249, M24, Shotguns, and large caliber mortars. All weapons were accounted for at all times.</p>	

Use or disclosure of data contained on this sheet is subject to the restriction by submitting contractor and is solely for evaluation purposes of above noted RFP.

Trainers/Mentors: Weapons Maintenance and Property Book
for Afghan National Army Commandos

RFP – W91B4M-07-R-0021

Submitted by: 21 June 2007 1700hrs

AISC Project Data	
Program Name	Ar Rustamayah
Customer Name	NATO Military Training Academy Headquarters, Iraq
Prime Contractor	MVM, Inc.
Contract Number	W91GY0-06-M-1286
Period of Performance	10/1/05 - 10/31/06
Contract Value	\$11,270,364
Contract Type	Firm Fixed Price
Description of Services	
<p><u>Overall Contract Description:</u> Ar Rustamayah Military Academy is located directly south of Camp Cuervo, Iraq, and covers approximately 1.25 square kilometers. The facility is used as a strategic training and education center for the Iraqi Army. Ar Rustamayah presented a difficult logistics and security challenge, as it is located in isolation. The geography and political climate demanded experienced security personnel supervised by a seasoned management team. The prime contractor provided program management, patrols and general security for Ar Rustamayah on a 24 hour, seven days per week basis in accordance with the Base Commander/COR and contract directives. The force consisted of approximately 140 security personnel who had been trained and prepared to work in this difficult environment.</p>	
<p><u>AISC Subcontract Responsibilities:</u> In this sub-contract AISC was tasked to support the Prime with all manner of gunsmithing and inventory/property controls. Here too we established a weapons armory where we tracked all ammunition by hand receipts, all weapons by serial number & physical inventories, and all other safety or security gear by Change of Shift - Muster Control sheets. The later system proved invaluable, reducing the amount of time required to change shifts while increasing the effectiveness of the weapons/gear control mechanisms. All weapons were cleaned & stored on wall pegs with identifying labels by serial number, making it immediately and visually noticeable when a weapon had not been turned in timely. Rather than reconciling spreadsheets, our Armorer tracked down missing shift equipment to the personnel on post, to determine their status.</p> <p>In addition, our team was responsible for every CFE item on site. Personnel were issued uniforms, gear, equipment, supplies, tools, and/or office equipment in order to complete their daily assignments. Our personnel provided reports to the Prime, and were directed to provide reports to the Base Force Protection Commander, COR and CO. Our team was regularly present at Force Protection meetings to answer issues relating to doubling the arms capability and mixture of weapons, adding/subtracting personnel, transferring aspects of the contract (Explosive Detection Dog teams) to third party contractors, value and condition of all assets (including vehicles), lighting, air conditioning, and all other issues relating to logistics, supply, and armory.</p>	

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Trainers/Mentors: Weapons Maintenance and Property Book
for Afghan National Army Commandos

RFP – W91B4M-07-R-0021

Submitted by: 21 June 2007 1700hrs

AISC Project Data	
Program Name	Blanket Purchase Agreement – Iraq Protection Details
Customer Name	United States Department of Defense
Prime Contractor	MVM, Inc.
Contract Number	W911SO-04-A-003
Period of Performance	December 2003 – December 2006
Contract Value	\$20,574,000
Contract Type	Firm Fixed Price Labor Hour
Description of Services	
<p><u>Overall Contract Description:</u> In the fall of 2003, the Department of Defense competitively bid a BPA to cover security services in Iraq from the procurement office at Fort Eustis, VA. Four companies were awarded contracts, including MVM. In the early days of the Collision Provisional Authority (CPA), contracts were awarded and administered in an immediate, somewhat loosely-defined manner. This led to the need for, and the use of, the more formal BPA contract, which included a specific Statement of Work (SOW) with training requirements, work standards, personnel experience levels and capabilities tests, equipment/supply pricing, and supervisory/management criteria. The BPA SOW was subsequently amended on a per Task Order (TO) basis by the user agencies to meet the specific needs of their assignments/mission in country.</p> <p><u>AISC Subcontract Responsibilities:</u> The contract ultimately included 11 TO's for services Iraq wide, and AISC was asked to provide Armory, Purchasing, Logistics, and Accountability support services. At the height, there were 12 PSD teams, 3 static post assignments, and an operations center in the International Zone for a total of almost 400 security professionals in country. AISC was responsible for the oversight of all weapons, gear, equipment, supplies, vehicles, and computer equipment. In this case we had multiple work sites, a motor pool, a central villa, and storage locations all filled with equipment and weapons that were monitored, maintained and managed by our team of 4 logistics and armory staff. There were very few GFE items, and in many cases our team was responsible for procuring items required for new assignments. We established a purchasing system, inventoried items on a regular basis, and distributed those items required in the field. Our vehicle inventory included 9 fully armored vehicles, 6 up armored SUV's, 21 thin skin SUVs, 12 local vehicles, three gun trucks, and approximately 25 GFE vehicles that were used and returned on a daily basis. In the process of this contract, AISC management and Property Book/Armorer staff members trained over a dozen Iraqi Nationals on PB/Armorer and other responsibilities, including the repair and maintenance of AKM, PKM, M4, M9, M240/249, M203, M24, 60MM mortars, 81MM mortars, and M1014 Shotguns or similar weapon systems.</p>	

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Part II / Technical Proposal

Trainers/Mentors: Weapons Maintenance and Property Book for Afghan National Army Commandos

**Submitted: 21 June 2007
1700 hours, Camp Eggers – Kabul,
Afghanistan
Purchasing & Contracting:
Christopher G. Marqui**

**American International
Security Corp**

RFP: W91B4M-07-R-0021

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**Trainers/Mentors: Weapons Maintenance and Property Book
for Afghan National Army Commandos**

RFP – W91B4M-07-R-0021

Submitted by: 21 June 2007 1700hrs

Table of Contents

2.1	Executive Summary/Background	1
2.2	Objective	2
2.3	Scope	2
2.4	Tasks	2
2.4.1	Program Coordination & Management Element ...	2
2Error! Bookmark not defined.		
2.4.1.1	Gunsmiths/Armorer	3
2.4.1.2	Property Book Officers	4
2.4.2	Translators/Linguists.....	4
2.4.3	Key Personnel	5
2.4.3.1	Key Personnel Biographies	5
2.4.3.1.1	Coordination Cell Lead.....	5
2.4.3.1.2	Armorer.....	6
2.4.3.1.3	Armorer.....	6
2.4.3.1.4	Property Book Officer.....	6
2.5	Deliverables/Reporting Procedures	7
2.5.1	Work Plan	7
2.5.2	Lesson Plan	7
2.5.3	Progress Reports	7
2.5.4	Monthly Logistics Status	8
2.5.5	Military Trainer Director/Directed Coordination Meetings	8
2.6	Government Furnished Property & Services	8
2.7	Contractor Responsibilities	8
2.8	Period of Performance	9
2.9	Qualifications and Requirements	9
2.10	Contracting Officer Representative	10

**Trainers/Mentors: Weapons Maintenance and Property Book
for Afghan National Army Commandos**

RFP – W91B4M-07-R-0021

Submitted by: 21 June 2007 1700hrs

2.1 Executive Summary/Background: AISC is pleased to respond to this RFP in support of Special Forces training Afghan National Army forces. We are a company replete with former SF personnel who have served the United States in positions of trust all over the world. All of our proposed staff has been trained by the US Military to perform Mentoring/Training functions overseas and have a tremendous amount of experience doing so in High Threat Environments. For this assignment, we have selected a very strong group of individuals who possess extensive skills in gunsmithing and in inventory accountability and control. Each has also taught others to assume the positions and knowledge they have obtained, learning subject matter specific tactics to impart their information to others - often through the use of translators.

Each of our proposed personnel all have extensive directly related military experience and in most cases private sector experience that can be brought to bear in support of this training mission. The US, NATO and Afghanistan have all spent a considerable amount of money, time and effort developing a new military framework in Afghanistan and we recognize that if the forward troops are not supported by competent and effective equipment repair and management the mission will fail after a very short period of time. Our job under this requirement is to ensure that the Armorer and Property Book Officer functions are provided at the highest levels of competence, giving the ANA a fighting chance by supporting them with excellence in the subject matter and in those who are directed to teach them new skills. Each of our proposed personnel meets and exceeds the requirements of the position, thereby offering the Government a solid support function for this critical infrastructure augmentation effort.

Our proposal is fully compliant with each aspect of the SOW, and will outline in detail our approach and ability to meet the assignment. While we speak to each aspect of the SOW, the focus is clearly on the tasks required, the key personnel who will perform them, and our ability to accurately report on our progress. We have designed a coordination cell that will facilitate all communications between our trainer/mentors and the Government, allowing our field staff to focus on the ANA officers assigned to this program and yet at the same time allows the CO/COR consistent and current status to report up through the chain of command. We recognize that since this is a pilot program, our team mates will be asked to go beyond the extra mile to ensure its success, and each – to the man – has agreed to accept that challenge. In fact, we also propose to use the services of Chris Harris, another SF veteran and one who knows how to navigate all the myriad of challenges in Kabul from his current assignment in Afghanistan, as our Coordination Cell Lead/Project Manager in country.

Our proposal meets each aspect of the SOW, is cost competitive, efficient and through the use of former Special Forces personnel is the most effective program one could develop. Our team understands our mission as described in the RFP, fully comprehends the overall requirement – along with all the inherent challenges of training a foreign military commando force – and has the ability, capability, and desire to make it succeed.

**Trainers/Mentors: Weapons Maintenance and Property Book
for Afghan National Army Commandos**

RFP – W91B4M-07-R-0021

Submitted by: 21 June 2007 1700hrs

2.2 Objective: AISC is a firm that was founded by a US Army Special Forces (SF) career NCO to extend the Special Forces' mission of De Oppresso Liber (Latin: "To free from oppression"), a reference to the primary SF mission to train and assist foreign indigenous forces, to the private contractor community. The objective of this procurement as outlined in the SOW speaks directly to the purpose of our creation as a company. We recognize that the Combined Security Transition Command – Afghanistan (CSTC-A) requires effective and efficient contractor support to enhance their primary mission of training the Afghan National Army Commandos, in this case in the critical areas of mentoring and facilitating weapons maintenance systems and property book procedures by a date certain of September 2008. We stand ready to support the Operational Detachment Alpha (ODA) team and this mission in Afghanistan with our team of qualified personnel deployed in theater, our in-country coordination cell and our US based senior managers.

2.3 Scope: The size of our support element is clear; the contractor is required to provide personnel to augment the existing SF ODA with 2 Gunsmith/Armorers, 1 Property Book Specialist, and 1 Translator/Interpreter to round out the ANA Commando support team. As will be outlined in section 2.4.3 Key Personnel below, ASIC proposes to provide highly qualified personnel for this mission; an experienced group of former SF professionals with thorough knowledge and understanding of this mission, and with prior deployments in high threat environments. Our Coordination Cell will be fungible and scaleable to meet the size of the pilot program, starting with one experienced Project Manager who will be supplemented by additional personnel when and if the number of Armorer/Property Book support teams grows. In addition, as is clear by our list of Key Personnel included below, all operations personnel assigned to this project will be US Citizens.

2.4 Tasks: The function associated with this procurement is a mentoring/training requirement that extend beyond the simple function of carrying out a standard military task. In fact, the personnel we have selected for this assignment include professional military Property Book Officers and Armorers who have many years of experience in the field and possess the ability to effectively relate their knowledge to others. We have placed specific emphasis on the Armorers and have chosen to propose only those individuals who possess a SF background in addition to their Armorer skills. In order for this mission to succeed, our team must not only possess the subject matter expertise, but they must also be able to transfer that information, understanding, commitment to counterpart members of an Afghan military unit.

2.4.1 Program Coordination and Management: Usually, a coordination cell falls within the mission operations center and serves to plan, coordinate, manage, and execute the operations teams in the area of responsibility or joint operations area. Normally it consists of a plans branch, an operations branch, and a support branch. AISC has organized our firm to mirror these function in our command and control systems, although for this requirement (the mission team consists of only 4 field personnel), we have scaled back our initial and subsequent coordination cell.

**Trainers/Mentors: Weapons Maintenance and Property Book
for Afghan National Army Commandos**

RFP – W91B4M-07-R-0021

Submitted by: 21 June 2007 1700hrs

The program will be run by our senior manager in charge, Mr. Michael Taylor, CEO, a service disabled veteran from the 10th Group US Special Forces. The Coordination Cell (CC) will report directly to him through our proposed Project Manager/CC Lead, Mr. Christopher Harris, another SF veteran. Mr. Harris is currently the Project Manager for a contract assignment in Kabul and has extensive knowledge of local personnel and processes to smooth out the transition for the rest of his team and affect a smooth start up for the contract.

Gunsmiths/Armorers: AISC will provide two Armorers for this requirement, each with at least one year of US Military training and experience. As noted in section 2.4.3, the list of Key Personnel that we have already identified for this project have a minimum military experience of 15 years. In fact, each has Special Forces experience as well as contract Armorers beyond their military careers. The general training required to become one of our Armorers includes:

- small arms design theories,
- weapons operating systems,
- duties of the Armorer,
- inspection policies and standards,
- ammunition and ballistics,
- firearms safety,
- marksmanship principles and techniques,
- weapons operating techniques,
- care and use of tools,
- publications management,
- The Army Maintenance Management System (TAMMS),
- physical security,
- arms room OPSEC,
- small arms disassembly and inspection,
- troubleshooting and diagnosis,
- use of ancillary equipment,
- rifle bore sighting,
- HAZCOM, and
- radioactive material handling safety.

In fact, for this particular assignment, we are seeking more than the typical selection of basically trained military unit personnel. We have selected subject matter experts who have technical and practical skills to impart, as well as proven training/mentoring skills. This requirement for an Armorer must be filled by a well rounded professional with strong military experience, as the list of weapons includes typical military issue that are manufactured by arms companies in many countries across the US and Europe. A contractor with personnel who focus solely on Colt or Berretta will not fulfill the requirement here with a host of weapon systems including: M4, M9, M240, M203, M24, 60MM mortars, 81MM mortars, and M1014 shotguns. Our proposed Armorers have proficiency in these weapon systems and in systems typically found in the field not required on this list such as AKM, PKM, and heavier belt fed or higher caliber systems. An Armorer who supports an SF training mission must have the volume and complexity of knowledge required to perform the duties of the position, as well as the demonstrated capability to relate their expertise to foreign nationals engaged in a weapons maintenance learning curve. Each of those listed in our proposal have these required skill sets and is capable of support this mission from Day One.

2.4.1.1 Property Book Officers: Property Book personnel have come a long distance from the days of tracking items on a hand written, dog eared and stained log sheet. This

**Trainers/Mentors: Weapons Maintenance and Property Book
for Afghan National Army Commandos**

RFP – W91B4M-07-R-0021

Submitted by: 21 June 2007 1700hrs

requirement is for one Property Book Trainer/Mentor to support the SF mission in training the Afghan National Army personnel in property management procedures. Our team is prepared to use its many years of logistics, inventory control, and property oversight skills to fulfill this effort.

While the RFP does not disclose the system contemplated (other than to say that it is in accordance with MOD procedures for all unit equipment (MTOE), operational clothing and individual equipment), the personnel identified in our proposal have considerable understanding and experience in multiple methods of property control. The proposed personnel are proven Government fiduciaries, employing systems from the modern web-based Property Book Unit – Enhanced system currently used by the US Military worldwide to durable goods that are below the threshold of \$5,000 and are therefore generally tracked through inspection and inventory systems.

Our proposed personnel have simultaneously tracked hundreds of military and contractor personnel who have provided hand receipts for equipment and supplies distributed for both short and long term requirements in multiple regions of a High Threat Environment. Each member of our proposed team also has substantive experience training other military personnel to perform these same Property Book Officer functions. While the RFP call for only one position for this initial deployment, AISC has already screened and preliminarily approved 5 Property Book Officers who are fully compliant and capable of successfully carrying out this task in Afghanistan.

2.4.2 Translators/Interpreters: Although not specifically defined, the RFP does require the use of Interpreters/Translators. AISC has a long history of integrating translation personnel into our operational missions, from our colleagues' earliest days in SF where training in foreign environments required the use of translators to recent missions in Iraq where we employed personnel with Arabic skills that allowed them to distinguish dialects and regional colloquialisms. In that case, our translators were the human intelligence link that protected our teams from infiltration by insurgents into remote camps.

While Sec. 3 of the SOW suggests that due to OPSEC requirements, the proposed personnel must be US Citizens, Sec. 7.3 appears to allow Local National Interpreters. Typically in both Afghanistan and Iraq, highly vetted, trusted by experience over time, and fluent English speaking Local National personnel are used for interpretation services. Our proposal includes the use of such Local National personnel for this position. We have worked on projects in Afghanistan where Dari speakers were deployed to facilitate our translation requirements. We propose to use the same personnel who previously have worked along side our teams, although due to availability similarly qualified and vetted individuals may be proposed instead. Each will be tested to verify that their level of proficiency meets our standard for this position, and each will be vetted by our management and hiring teams.

In an effort to increase time zone effectiveness, accuracy, and efficiency many of the instructional materials that will be required as written student handouts may be translated by Stateside specialists and transmitted electronically through secure methods to our

**Trainers/Mentors: Weapons Maintenance and Property Book
for Afghan National Army Commandos**

RFP – W91B4M-07-R-0021

Submitted by: 21 June 2007 1700hrs

personnel in the field. This will allow our single, on-site Translator to focus on supporting the three Trainer/Mentors on the ground. We have found that when the work is done remotely in a controlled environment, the accuracy of the end product increases substantially.

2.4.3 Key Personnel: Due to space constraints associated with this submission, we have included a short biography of each of our proposed personnel rather than a complete resume – which is available upon award. In addition, we are including a summary graph to provide a snapshot of our proposed personnel. The current requirement is for only 2 Armorers and 1 Property Book Officer. Nevertheless, AISC has already begun planning for a potential surge requirement and has identified multiple additional, qualified individuals within our databases who could also deploy to Kabul – including 5 additional Property Book Officers and 4 Armorers. Each member of the team proposed here is currently available to deploy in time to meet the July 15th deadline, depending upon when the contract is awarded. We have likewise submitted the names for our complete Coordination Cell rather than consider the full team at a later date. We will be prepared at day one to assume the current responsibility, as well as to assume responsibility for additional requirements should they follow closely in time to the initial pilot program. Translators will be chosen depending upon their skills, personality, prior deployments with members of the Armorer/Property Book staff, and availability.

2.4.3.1 Key Personnel Bios:

2.4.3.1.1 Coordination Cell Lead, Chris Harris - Mr. Harris is currently deployed to Afghanistan as a contractor for an international provider called American Science and Engineering. In this role, he has managed cargo inspection system deployment, maintenance, and training at Iraqi/Afghan points of entry and DOD facilities throughout Iraq and Afghanistan. He has established maintenance compounds on military installations and Forward Operating Bases throughout these areas of conflict. In addition, he has provided technical expertise to the force protection section for the design of entry control points, conducted Vulnerability Assessments, and provided Level II Antiterrorism training. His combination of SF military and private sector contract experience, both in Iraq and Afghanistan, make him well suited to lead the Coordination Cell function for this assignment

2.4.3.1.2 Armorer #1, Larry Purvis – Mr. Purvis also has almost 25 years of work related experience in this field. He served in a number of Special Forces positions, including: Operations Sergeant, Intelligence Sergeant, Heavy Weapons Leader, Light Weapons Leader, Communications Sergeant and Staff Air Operations in several Special Forces and Special Mission Units. He also served as Unit Armorer and Prescribed Load List (PLL) NCOIC, responsible for all small arms maintenance and repair, as well as, insuring all our authorized PLL repair parts were on-hand for immediate deployment. Mr. Purvis is also known as one of the top SF Training instructors, and has written or re-written multiple training manuals for the use of forward deployed SF ODA's. He has passed all the pre-requisite Military Armorer courses, including the Unit Armorer's Course (Small Arms Repair Course), 4 weeks, Fort Hood, Texas, PLL Course (Prescribed Load List (Small Arms - Repair and Replacement Parts), 2 weeks, Ft. Hood, Texas, and

**Trainers/Mentors: Weapons Maintenance and Property Book
for Afghan National Army Commandos**

RFP – W91B4M-07-R-0021

Submitted by: 21 June 2007 1700hrs

additional specialized courses in the repair of all U. S. Recoilless Rifles and Mortar Systems. His combination of instructional and subject matter skills will make him an invaluable resource and solid member of the proposed staff.

2.4.3.1.3 Armorer #2, Doyle Stewart – Mr. Stewart has also has nearly 25 years of experience in this field. He spent 15 years in the US Army and then an additional 10 years in the private sector working with all types of weapons systems. In the military he served with 7th SFG in Panama and El Salvador and with 5th SFG in OPERATION DESERT STORM, 1991. After his honorable discharge, we went on to Armorer positions in the private sector, spending the last 8 years working on various deployments overseas, including Iraq, Qatar, Bosnia, Djibouti, and Kuwait. He is completely familiar with the standards required, has worked extensively in similar environments and is a true professional capable of mentoring others for this assignment. He is fully qualified on all required systems for this assignment, and has certification or substantive experience with over a dozen other weapon systems. In addition, Mr. Stewart has performed at all levels of arms room management, weapons repair, gauging, and maintenance on US and Coalition small arms, machine guns, mortars, chain guns, various heavy weapons, and night vision devices. He has employed the US Army “Safety-of-Use” corrections and repair, tracked theater-wide maintenance status of weapons, performed destruction of code-out receivers, and maintained 100% security inventories without error. He is a noted professional in the field with extensive contractor experience overseas and a long history of mentoring others to perform Armorer services at the same level of skill.

2.4.3.1.4 Property Book Officer, Jack Nelson – Mr. Nelson has both management experience in High Threat Environments (Iraq) and subject matter expertise as a Property Book Officer responsible for class I, II, IV, V weapons for two ODAs in active field deployments. He has command experience working with AISC as the Deputy Project Manager on a large project in Iraq where we provided all security personnel, equipment and supplies for a 140 man protection unit at the NATO Iraqi Military Training Academy in Ar Rustamiyah for 13 months. In addition, Mr. Nelson spent 12 years on active duty, posted in 18F & 18B assignments worldwide – four of which were as a Senior Weapons Sergeant. He has extensive PBUSE knowledge and experience, has trained others on the program and has written extensively on management/oversight of the property book control process. He currently holds a DoD Secret clearance and is available to deploy for this requirement.

2.5 Deliverables/Reporting Procedures: Each member of our staff is experienced in providing documentation of their work, either in a military setting or as a private sector contractor supporting a US Military function. Each has at least a high school degree and 10 or more years of progressive supervisory responsibilities where they were required to provide written accountability of their work. Most have either a 2 year or 4 year college degree and are accustomed to writing in a collaborative environment where they are expected to supply written information for use in a larger program initiative. All our personnel proposed are focused on accountability and have been trained in managing information in an accurate and timely manner. As such, providing reports on time, every time is a matter of pride and principal for our team.

**Trainers/Mentors: Weapons Maintenance and Property Book
for Afghan National Army Commandos**

RFP – W91B4M-07-R-0021

Submitted by: 21 June 2007 1700hrs

2.5.1 Work Plan: This project calls for a detailed work plan to be submitted within 30 days of contract start. Our typical work plans are forward looking, but will reflect lessons learned on start up functions from both this pilot program and from prior project experience. The work plan will include a projected period to include a 6 month forward view, essentially including visibility for the entire period of performance. Should the program be extended by the Government for an additional period, our team will revise the work plan to incorporate project functions beyond the original period of performance. The work plan will encompass those components defined in the following 3 sections.

2.5.2 Lesson Plan, Supporting Instructional Materials & Student Handouts:

During the start up/mobilization phase of this project our Coordination Cell Leader will meet with the COR and CO to determine what lesson plans and instructional information already exists and/or has been used by the SF ODA in country. We have access to multiple instructional modules that can be incorporated into this project, although it is more logical to begin with the information that is already in use, if any. We will develop a training/mentoring schedule with the COR and prioritize the classroom and instructional materials for translation. Documents will most likely be translated in the US, in an effort to afford us efficiencies of time and accuracy of information. These documents will then be reviewed as a quality control function by our on-site translators to ensure that the materials are easily understood and accurately reflect in Dari the intent of the Instructors/Mentors on our team. Copies of all information, both in English and in Dari, will be supplied to the COR for his/her records.

2.5.3 Progress Report: The AISC Coordination Cell Lead, Mr. Jack Nelson, will work closely with the COR and Contracting Officer throughout the life of the assignment. He will report to these Government Representatives within the first 2 weeks (between 5-10 days after contract start) on the progress of our team. All Personnel are expected to be on the ground and productive by that point, as all have been preliminarily screened and have committed to and are currently available to accept these positions, with the exception of the Interpreter/Translator. Arrangements will be finalized upon arrival for these staff members as well. Any substantive issues or resource shortfalls that would negatively impact training of the first battalion will be discussed orally with the Government, and will be reduced to writing & included on this progress report.

2.5.4 Monthly Logistics Status (LOGSTAT): The management team of AISC and our personnel in the field are very familiar with training type assignments and the value that ‘ground truth’ reports have for the next phase of a program. In this case, since the contract is in support of a pilot program, the reports that we prepare will be used not only to evaluate our performance and contribution, but will be used to assist in the adjustment or redevelopment of the program as a whole. Therefore, our staff in country will prepare detailed reports off our property book tracking system on a monthly basis (LOGSTAT), with a final After Action Report (AAR) 15 days prior to contract end that outlines a complete assessment of the program from our perspective. While the monthly report will include such items as updated spreadsheets on inventory status, current backlogs, ability to reach 100% of MTOE by contract end, etc., the AAR will be more forward looking to use lessons learned to improve future programs or subsequent phases of this program.

**Trainers/Mentors: Weapons Maintenance and Property Book
for Afghan National Army Commandos**

RFP – W91B4M-07-R-0021

Submitted by: 21 June 2007 1700hrs

2.5.5 Military Training Director-Directed Meetings & Conferences: Our Coordination Cell Lead has a very strong background in both SF Training and in the specific work requirements of Armorers and Property Book Staff. AISC has proposed Mr. Harris as our Lead in an effort to provide the strongest level of support for this nascent program. He will be directed to support the SF ODA in any way possible given our SOW and resources. His job description includes participating in any and all COR or military training director or directed meetings as a resource. He and his team will provide updates, support, and advice on the training/mentoring process, as well as any other information of value/use to the USSF team in country.

2.6 Government Furnished Property and Services (GFE): This proposal follows the information provided in the SOW, and thus does not include any costs for life support for our personnel. AISC has access to accommodations in Kabul, either in safe houses or in commercial lodging establishments, should the Government provided lodging and life support not be available when required. As per the SOW, these incidentals will be reimbursable outside of our firm fixed price proposal. Further, our staff requires very little space for a work office as our team will primarily work of laptops and a printer. We are willing to accept whatever size space the Government is able to provide that can accommodate at least one person. Our proposal includes only one permanent local national employee (Translator), and AISC has already made accommodations for his support while in Kabul. We also recognize that outside of the city, the Government will provide full life support to our local national staff.

In addition, our team is coming fully prepared to work on this project. The Government is expected to provide them with all the necessary tools (ie: level II technical manuals, etc.) to accomplish the work on site, but each will arrive fully trained, committed and ready to provide mentoring/training functions from day one. Each will assess the materials currently being provided to the ANA and determine if they are complete for the work requirements. Any other support materials or equipment that is available in the marketplace but not provided will be noted to the COR and CO for their discretion and potential inclusion as effective mission enhancements.

2.7 Contractor Responsibilities: AISC has already made arrangements to provide for the transportation of our team in and around Kabul. We recognize that it is the intent of the Government for contractors to also provide transportation between Kabul, Camp Morehead and the Kadak facilities – which AISC is prepared to do under normal low security conditions, i.e. thin skin, low profile conditions. Nevertheless, as the security conditions each day in this High Threat Environment become more challenging, it is anticipated that our team will require armored vehicles and/or military escorts more often than not. It is understood from the SOW that the Government will provide these services and will make the determination on their use. Should the AISC personnel deployed on this assignment require additional security personnel and equipment to provide a protective detail, AISC is willing to provide these services, however the cost is not included in our proposal and would need to be approved by the CO as an additional reimbursable expense.

**Trainers/Mentors: Weapons Maintenance and Property Book
for Afghan National Army Commandos**

RFP – W91B4M-07-R-0021

Submitted by: 21 June 2007 1700hrs

In addition, our proposal follows the provisions in the SOW that states the Government will provide protective gear and equipment to our team members who are working at Camp Morehead or other locations outside of Kabul. Again, our firm is willing to and capable of providing these items as reimbursable expenses outside the proposal price submitted. Finally, AISC has made provisions to provide all the necessary office equipment and supplies required by our team in country. We will provide them with computers, printers, furniture, and all consumable items requested by our Coordination Cell Lead. He has authority to procure locally any and all supplies required for his team and these functions are noted as action items in his start up task lists.

2.8 Period of Performance: Our proposed team is available to deploy on this assignment immediately. Each has been made aware of the 6 month period of performance commencing on July 15th, and is prepared to deploy in a timely manner to meet this requirement. We generally rotate personnel within 90 to 120 days, and anticipate an orderly, staggered process for rotation here that will protect the mission and maintain the continuity of the training/mentoring. Those team mates who express a desire to remain for the entire 6 month period and who are performing well will be considered for longer deployment or for return deployments, should the assignment be extended for the potential modification period of performance of up to an additional 6 months.

2.9 Qualifications and Requirements: Our team is fully compliant with the qualifications and requirements set forth in the SOW. Each member of the team has extensive experience not only as a subject matter expert, but also as a trainer/mentor. Each has knowledge that extends well beyond the requirements noted in the SOW, and has been chosen for the qualities and mindset they bring to enhance this pilot program. Our goal is to cost effectively exceed the requirement, both in subject matter and teaching/mentoring experience, to help ensure the effort to successful and completely train the ANA. Full resumes are available upon award, however a summary of our proposed staff's qualifications is included below:

	SF	Military Training Course	US Citizen	Clearance	1 yr Armor er exp	Actual Yrs Armor er exp	1 yr Property Book exp	Actual Yrs of PB exp
Armor er # 1	X	X	X	S	X	10		
Armor er # 2	X	X	X	S	X	10		
Property Book Officer		X	X	S			X	21
Coordination Cell Lead	X	X	X	S	X	12	X	8

**Trainers/Mentors: Weapons Maintenance and Property Book
for Afghan National Army Commandos**

RFP – W91B4M-07-R-0021

Submitted by: 21 June 2007 1700hrs

2.10 Contracting Officer Representative (COR): Each contract assignment we have supported has had a COR designated as the CO's representative on site. They are often a subject matter expert who is able to help our personnel work through challenges that are presented in the field. AISC views these critical positions as a resource and as colleagues who have the same goal of ensuring mission success. We recognize that the COR does not have contracting authority, but in our approach we including them in all relevant discussions and communications to ensure continuity and effective chain of command. AISC will work to support the needs and requests of both the CO and the COR throughout the period of performance.

In many cases, it is the COR who reviews our work in the field through the use of a QASP as well as through other means, reporting back to the CO and often up through the operations command on site. Our Coordination Cell Lead will develop a strong relationship with the COR through daily interaction and communication, geared as a mutually beneficial function and one that usually makes the effort more efficient for all involved. AISC will use the Government supplied QASP as a guide to developing our own quality control function, working to make sure that each aspect of the SOW is addressed and in compliance. Regular reports will be submitted to our management oversight team based in the United States who will review the information and make corrections as warranted, either during period site visits or through regular communication with the Coordination Cell Lead.

W91B4M-07-R-0021

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041 A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: **04-3246785**.....

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other.....

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name.....

TIN

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it (X) is, () is not a small business concern.
- (2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it (X) is, () is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it (X) is, () is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

W91B4M-07-R-0021 Page 11 of 28 Average Annual Number of Employees Gross Revenues

- 50 or fewer ____ \$1 million or less
- 51 - 100 ____ \$1,000,001 - \$2 million
- 101 - 250 ____ \$2,000,001 - \$3.5 million
- 251 - 500 ____ \$3,500,001 - \$5 million
- 501 - 750 ____ \$5,000,001 - \$10 million
- 751 - 1,000 ____ \$10,000,001 - \$17 million
- Over 1,000 ____ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, ()(has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, (X) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(II) It () is, (X) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business

W91B4M-07-R-0021

Page 12 of 28

concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that-

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----
Country of Origin:--

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product,"

W91B4M-07-R-0021

Page 13 of 28

"end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

W91B4M-07-R-0021

Page 14 of 28

Canadian End Products:

<u>Line Item No.</u>

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

<u>Line Item No.</u>	<u>Country of Origin</u>
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W91B4M-07-R-0021

Page 15 of 28

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that ~

(1) The offeror and/or any of its principals () are, (X) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, (X) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, (X) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	•	Listed Countries of Origin:
•	•	
•	•	
•	•	

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good

faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____(4) [Removed].

- ___(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___(ii) Alternate I (OCT 1995) of 52.219-6.
- ___(iii) Alternate II (MAR 2004) of 52.219-6.
- ___(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___(ii) Alternate I (OCT 1995) of 52.219-7.
- ___(iii) Alternate II (MAR 2004) of 52.219-7.
- ___(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___(8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).
- ___(ii) Alternate I (OCT 2001) of 52.219-9
- ___(iii) Alternate II (OCT 2001) of 52.219-9.
- ___(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___(ii) Alternate I (JUNE 2003) of 52.219-23.
- ___(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ___(14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___(15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- ___(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ___(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

W91B4M-07-R-0021

Page 18 of 28

____ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

____ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

____ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (APR 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

____ (ii) Alternate I (JAN 2004) of 52.225-3.

____ (iii) Alternate II (JAN 2004) of 52.225-3.

____ (25) 52.225-5, Trade Agreements (APR 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

Reserved.

Reserved.

____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and

Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

W91B4M-07-R-0021

Page 19 of 28

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

W91B4M-07-R-0021

Page 20 of 28

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 21 days of expiration of the period of performance.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 3.3.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____. (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

W91B4M-07-R-0021 Page 21 of 28 (End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAY 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

 x 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582.).

 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

 252.225-7021 Trade Agreements (FEB 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (---- - Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320). 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321). 252.232-7003 Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227). 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____ Alternate I) (MAR 2000) (_____ Alternate II) (MAR 2000) (_____ Alternate III) (May 2002).
252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631). 252.247-7024
 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631) (End of clause)

252.222-7006 Combating Trafficking in Persons (OCT 2006)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item 0001 is incrementally funded. For these item(s), the sum of \$TBD of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

W91B4M-07-R-0021

Page 23 of 28

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$—

TBD

(End of clause)

Projected Afghan and Third Country National (TCN) Employment

Offerors are required to identify, as outlined below, the total projected number of Afghan and TCNs that will be directly employed in the performance of this contract. Employment is the total number of Afghan or TCN persons expected to be on the payroll (contractors and subcontractors at all tiers) employed full or part time receiving pay during the life of the contract. TCNs are defined as individuals who are citizens of a country other than Afghanistan or a Coalition country.

Is your company an Afghan Company: Yes No . If no, what country is your company registered in:

Total Afghan's Employed:

Afghan: Males .

Afghan: Females .

Total: .

Total TCNs Employed:

*TCN: Males **1** .*

TCN Females .

Total: .

(End of Provision)

(c) Consent: Past performance information pertaining to a subcontractor cannot be disclosed to the prime contractor without the subcontractor's consent. Provide with the proposal a letter from all subcontracts that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

(d) Documents submitted in response to this RFP must be fully responsive to and consistent with the following:

1. Requirements of the RFP (Contract Line Items (CLIN) & Statement of Work (SOW)), and government standards and regulations pertaining to the SOW.
2. Evaluation Factors for Award at FAR 52.212-2, Evaluation ~ Commercial Items (Jan 1999), of this RFP and its addendum.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER	PAGE 1 OF 28
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER W91B4M-07-R-0021	6. SOLICITATION ISSUE DATE 09-Jun-2007	
7. FOR SOLICITATION a. NAME INFORMATION CALL:	10. THIS ACQUISITION IS X UNRESTRICTED			b. TELEPHONE NUMBER (No Collect Calls) 237-3459	8. OFFER DUE DATE/LOCAL TIME 05:00 PM 21 Jun 2007
9. ISSUED BY PURCHASING & CONTRACTING KABUL REGIONAL CONTRACTING CTR WAZIR AKBAR KHAN AREA, STREET #10 CAMP EGGERS, KABUL AFGHANISTAN	CODE W91B4M	SET ASIDE: % FOR SMALL BUSINESS HUBZONE SMALL BUSINESS 8(A)	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED I I SEE SCHEDULE	12. DISCOUNT TERMS: NONE	
TEL: FAX:	NAICS: SIZE STANDARD:	I 13a. THIS CONTRACT IS A RATED ORDER I UNDER DPAS(15CFR 700)			
14. METHOD OF SOLICITATION RFQ IFB <input checked="" type="checkbox"/> RFP			13b. RATING		
15. DELIVER TO	CODE SEE SCHEDULE	16. ADMINISTERED BY	CODE		
17a. CONTRACTOR/OFFEROR American International Security Corp 60 State Street, Suite 700 Boston, MA 02109 TEL 617-523-0523	CODE	18a. PAYMENT WILL BE MADE BY	CODE		
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT 'SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED PI SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES SEE SCHEDULE	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA I ARE ARE NOT ATTACHED					
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES S TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			29. AWARD OF CONTRACT: REFERENCE I OFFER DATED . YOUR OFFER ON SOLICITATION I (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER Michael Taylor, CEO	30c. DATE SIGNED 25-Jun-07	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
EMAIL:					

W91B4M-07-R-0021 Page 3 of 28 Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		6	Months	\$116,640.00	\$699,840.00
Training: Weapons Mx and Property Book					
FFP					
Provide two (2) weapons maintenance trainers/mentors, one (1) property book trainer/mentor and one (1) interpreter/translator for each Afghan National Army Commando Kandak in accordance with the Statement of Work, Attachment 3.					
FOB: Destination					
NET AMT					\$699,840.00

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 28					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT			
	SEE SCHEDULE								
<p>32a. QUANTITY IN COLUMN 21 HAS BEEN I RECEIVED I INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____</p> <table> <tr> <td>32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</td> <td>32c. DATE</td> <td>32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE</td> </tr> </table> <p>32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE</p> <p>32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE</p> <p>32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE</p>							32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER					
PARTIAL	FINAL		I	COMPLETE	PARTIAL	FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY							
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)						
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42b. RECEIVED AT (Location)						
			42c. DATE RECD (YY/MM/DD) 42d. TOTAL CONTAINERS						